

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Franklin C. Adams, CSB#: 85351 franklin.adams@bbklaw.com Best Best & Krieger LLP 3390 University Avenue, Fifth Floor Riverside, California 92501 Telephone: (951) 686-1450 Facsimile: (951) 686-3083 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Robert S. Whitmore Chapter 7 Trustee for the Bankruptcy Estate of Ann Lee Eid-Brooks and Darrell Brooks	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: ANN LEE EID-BROOKS AND DARRELL EDWARD BROOKS Debtor(s).	CASE NO.: 6:15-bk-20226-MH CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: May 11, 2016	Time: 11:00 a.m.
Location: United States Bankruptcy Court, 3420 Twelfth Street, Courtroom #303, 3rd Floor Riverside, California 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** April 27, 2016

Description of property to be sold: See Attached

A Single Family Dwelling: located at 41920 Davenport Way, #B, Murrieta, California (the "Property") as is and where is, with all liens and faults. The legal description of which is attached to the Trustee's Motion as Exhibit 3.

The Debtors list the Property upon their Schedule A – Real Property with a value of \$203,850 and liens against the Property in the amount of \$250,000.

Terms and conditions of sale: See Attached

Proposed sale price: 5,000.00 plus Trustee to retain all previously collected rents in the approximate sum of \$3,700.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See Attached

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

ROBERT S. WHITMORE CHAPTER 7 TRUSTEE

3600 LIME STREET, SUITE #616

RIVERSIDE, CALIFORNIA 92501

(951) 276-9292

Date: April 20, 2016

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY

(F 6004-2.NOTICE.SALE)

In re

ANN LEE EID-BROOKS AND
DARRELL EDWARD BROOKS

Debtor(s).

CHAPTER: 7

CASE NO.: 6:15-bk-20226-MH

A. Terms and Conditions of Sale:

As is and where is: The Trustee has not inspected the Property. As a result, he does not make any representations, warranties, either express or implied, as to the Property's condition, prior or present uses, or otherwise;

Subject to All Liens and Encumbrances: The Property is being sold subject to all known and unknown liens, clouds and encumbrances on title as well as all known and unknown easements, covenants, conditions and the like, including all real and personal property taxes on the Property, as a result there shall be no escrow or Title Insurance.

B. Overbid Procedure:

1. Potential overbidders must bid an initial amount of at least \$2,500 over the Purchase Price offered by the Buyers, thus, the initial overbid must provide for a minimum of \$7,500 for the Purchase of the Property. Minimum bid increments thereafter shall be \$1,000.

2. Overbids must be in writing and be received by the Trustee on or before 3 days prior to the hearing to approve the sale.

3. Overbids must be accompanied by certified funds in the amount of \$7,500 (the "Overbidder's Deposit").

4. If the Buyer is not the successful purchaser, the Buyer shall be entitled to refunds of his/her deposit.

5. The overbidder must seek to acquire the Property on the terms and conditions not less favorable to the Debtors' bankruptcy estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set for in the Letter Purchase Agreement, including, without limitation to, the provision that the bidder must be obligated to perform within the same time frame that the Buyer would be obligated to perform under the Letter Purchase Agreement.

1 6. In the event a buyer does perform, the deposit shall be credited to the purchase
2 price.

3 7. The Buyer's Deposit and any unsuccessful Overbidder's Deposit that is otherwise
4 refundable shall be refunded within ten (10) days of the final bidding round, without further court
5 order.

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LAW OFFICES OF
BEST BEST & KRIEGER LLP
3390 UNIVERSITY AVENUE, 5TH FLOOR
P.O. BOX 1028
RIVERSIDE, CA 92502